

UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF FLORIDA
JACKSONVILLE DIVISION

IN RE:

CASE NO.: 3:09-bk-09287-PMG

TAMMY BENTON,
aka TAMMY L. BENTON,
aka TAMMY EIBER, aka TAMMY LYNN EIBER
aka TAMMY L. EIBER,
Debtor (s).

JEFFREY S. EIBER,
Plaintiff (s)

Adv. No.: 3:10-ap-00038-PMG

v.

TAMMY BENTON, aka TAMMY L. BENTON,
Aka TAMMY EIBER, aka TAMMY LYNN EIBER
Aka TAMMY L. EIBER,
Defendant(s).

CONSENT FINAL JUDGMENT

This case came before the Court on the adversary complaint filed by the Plaintiff, in which Plaintiff, pursuant to 11 U.S.C. §523(a) (5) and (15), seeks exception to discharge of certain debt owed by the Defendant, Tammy Benton, a/k/a Tammy L. Benton, a/k/a Tammy Eiber, a/k/a Tammy Lynn Eiber, a/k/a Tammy L. Eiber, hereinafter referred to as "Debtor" or "Defendant", and on the consent of the Plaintiff's and the Defendant, it is

ORDERED

1. Judgment is entered in favor of the Plaintiff, JEFFREY S. EIBER, against the Defendant, TAMMY BENTON. The Plaintiff and Defendant have entered into a Settlement Agreement, which is attached as Exhibit "A", and incorporated herein by reference.

DATED this 29 day of April, 2010 at Jacksonville, Florida.

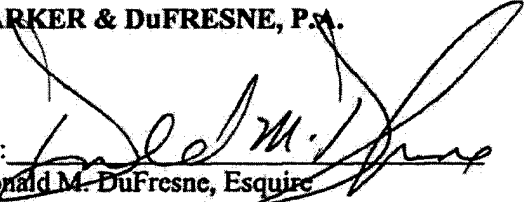


PAUL M. GLENN
Chief United States Bankruptcy Judge

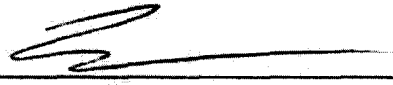
CONSENT TO FOREGOING ORDER

Jeffrey S. Eiber, and the Debtor/Defendant, Tammy Benton, a/k/a Tammy L. Benton, a/k/a Tammy Eiber, a/k/a Tammy Lynn Eiber, a/k/a Tammy L. Eiber, by and through their undersigned counsel, consent to the entry of the foregoing order.

PARKER & DuFRESNE, P.A.

By: 
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Copies to: All Interested Parties

Exhibit A

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SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT ("Agreement") is entered into on February 19, 2010, by The Former Husband, Jeffrey S. Elber, whose address is 4536 Crystal Brook Way, Jacksonville, FL 32224, and the Former Wife, Tammy L. Benton, f/k/a Tammy L. Elber, f/k/a Tammy Lynn Loftin f/k/a Tammy Lynn McCoy, whose address is 2010 St. Martins Dr. East, Jacksonville, FL 32246.

RECITALS

1. On or about May 9, 2000, an Order Granting Money Judgment was entered against the Former Wife by the Court in the above styled action, which arose out of a Marital Settlement Agreement between the parties and that was entered into the record as a Final Judgment of Dissolution of Marriage on or about January 21, 1999.

2. The Former Wife is liable to the Former Husband for the judgment entered and as such is obligated to pay the amount as entered, as well as interest as allowed by Florida law.

3. The Parties desire to enter into this Agreement in order to provide for certain payments in full settlement and discharge of all claims that are or might have been the subject of this action upon the terms and conditions set forth herein.

a. The parties agree as follows:

i. In consideration of the payments called for herein, the Former Husband will release, consider satisfied, and forever discharge the Former Wife from any claim of any nature or description whatsoever for amounts due or otherwise payable to the Former Husband as the result of the judgments entered against the Former Wife as recited above.

ii. It is understood and agreed that the payment of said sum is no more than a compromise intended to resolve this long-standing matter between the Parties.

iii. The terms of this agreement are contractual and not a mere recital.

4. In consideration of the Former Husband's release, satisfaction, and discharge the Former Wife hereby agrees to pay the following sums in the following manner:

a. A total payment of TEN THOUSAND EIGHT HUNDRED DOLLARS AND NO CENTS (\$10,800.00)

b. Upon execution of this agreement, the Former Wife will tender to the Former Husband FOURTEEN HUNDRED DOLLARS (\$1,400.00).

c. Commencing March 15, 2010, thirteen (13) monthly payments in the amount of SEVEN HUNDRED DOLLARS AND NO CENTS (\$700.00), and one (1) final payment on the fourteenth (14th) month of THREE HUNDRED DOLLARS AND NO CENTS (\$300.00)

d. Payments shall be made no later than the 15th day of each month.

e. Payments may be made by direct deposit or by check but if the check is declined for any reason it shall be as though no payment had been made.

f. Should payments be more than fourteen (14) days late, a late payment fee of TWENTY-FIVE (\$25) will be added to the amount due for that payment.

5. Should any single payment not be paid in full within thirty (30) days of the due date written herein this agreement shall be in default.

6. It is understood by the Parties that if the Former Wife defaults on this agreement that the amount due and payable to the Former Husband shall be as stated in the Money Judgment entered by the Court including all interest calculated from the date of entry (on or about May 9, 2000) per "legal interest" as established by Florida Statutes to the date of default, then deducting any amounts paid the

Former Wife Initials: JBFormer Husband Initials: JE

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Former Husband from the date of execution of this Agreement and will be entitled to recover any costs of collection including reasonable attorney's fees.

7. It is understood by the Parties that this Agreement compromises a new obligation and as such all remedies at law shall be available to a party in the event that the other party breaches or defaults upon this Agreement.

8. The Former Husband is and shall be a general creditor to the Former Wife. Payments cannot be accelerated, deferred, increased or decreased by the Former Husband, and no part of the payments called for herein is to be subject to execution or any legal process for any obligation in any manner, nor shall the Former Husband have the power to sell, mortgage, or encumber same, nor anticipate the same or any part thereof, by assignment or otherwise.

9. Each party hereto shall bear all attorneys' fees and costs arising from the actions of its own counsel in connection with this action and all related matters.

10. Any payments to be made after the death of the Former Husband pursuant to the terms of this Settlement Agreement shall be made to the Estate of the Former Husband. No other designation or any revocation thereof shall be effective unless it is in writing and delivered to the Former Wife.

11. Upon receipt of the last payment, the Former Husband shall have delivered to the Former Wife an executed Satisfaction of Money Judgment to be recorded with the Clerk of the Court, Duval County, Florida and shall file a Voluntary Dismissal of the action in garnishment now pending before the Court and further release all liens of record the Former Husband may have of record against the Former Wife or any of her property.

12. The Former Husband represents and warrants that no other person or entity has or has had any interest in the claims, demands, obligations, or causes of action referred to in this Agreement, except as otherwise set forth herein, and that he has the sole right and exclusive authority to execute this Agreement and receive the sum specified in it; and that he has not sold, assigned, transferred, conveyed or otherwise disposed of any of the claims, demands, obligations, or causes of action referred to in this Agreement.

13. This Agreement contains the entire agreement between the Former Husband and the Former Wife with regard to the matters set forth herein, and shall be binding upon and inure to the benefit of the executors, administrators, personal representatives, heirs, successors and assigns of each.

14. In entering into this Agreement, the Former Wife represents that she has relied upon the legal advice of her attorneys, who are the attorneys of her own choice, and that the terms of this Agreement have been completely read and explained to her by her attorneys, and that those terms are fully understood and voluntarily accepted by her.

15. This Agreement shall be construed and interpreted in accordance with the laws of the State of Florida.

16. All Parties agree to cooperate fully and execute any and all supplementary documents, and to take all additional actions which may be necessary or appropriate to give full force and effect to the basic terms and intent of this Agreement.

Former Wife Initials: 23

Former Husband Initials: [Signature]

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17. In the event that any section or portion of this Agreement shall be deemed to be invalid, void, voidable, or otherwise unenforceable under law, then, in that event, such section shall, at the election of the parties whose benefit such section was intended to serve, shall be severed from the whole with all remaining sections retaining their full force and effectiveness hereunder.

18. This Settlement Agreement shall become effective following execution by all of the Parties.

EXECUTED on this 19th day of February 2010.


Tammy L. Benton, Former Wife

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 19th day of February, 2010, by Tammy L. Benton, who is personally known to me or who has produced Florida Drivers License x 6/14 as identification.



TINA M. JONES
Commission DD 838221
Expires April 28, 2011
Notary Public State of Florida


NOTARY PUBLIC
State of Florida

EXECUTED on this 19th day of February 2010.


Jeffrey S. Elber, Former Husband

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 19th day of February, 2010, by Jeffrey S. Elber, who is personally known to me or who has produced Florida Drivers License x 3/10 as identification.



TINA M. JONES
Commission DD 838221
Expires April 28, 2011
Notary Public State of Florida


NOTARY PUBLIC
State of Florida

Former Wife Initials: TE

Former Husband Initials: JE